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10 Attorneys for Lessor

11 UNITED STATES BANKRUPTCY COURT

12 DISTRICT OF NEVADA

13 IN RE:

Case No: 09-53610-gwz

14 PACIFIC PAWNBROKERS, INC.

Chapter 11

15 **MOTION TO APPROVE STIPULATION FOR**  
16 **REJECTION OF NONRESIDENTIAL REAL**  
17 **PROPERTY LEASE, SURRENDER OF LEASED**  
18 **PREMISES AND TERMINATION OF STAY**

Hearing Date: April 19, 2011

Hearing Time: 10:00 a.m.

19 Debtor.

20 \_\_\_\_\_ /  
21 Lessor Fess Investments ("Lessor") moves the Court for its order approving the Stipulation  
22 for Modification of Stay, Rejection of Nonresidential Lease, Immediate Surrender of Leased  
23 Premises and Allowance of Postpetition Administrative Rent Claim ("Stipulation") attached hereto  
24 as Exhibit 1. The Stipulation provides for rejection of the Lease Agreement entered into between  
25 the Lessor and Debtor Pacific Pawnbrokers, Inc. on or about November 11, 1996, and the First  
26 Addendum and Second Addendum thereto, and surrender by the Chapter 11 Trustee of possession  
of the Leased Premises and the Leased Premises Contents, as those terms are defined in the

1 Stipulation, to Lessor. It also provides for allowance of a postpetition administrative rent claim for  
2 Lessor. This motion is made pursuant to 11 U.S.C. §§ 362(d)(1), 365 and 503(b)(1), FRBP/LR 4001  
3 and 9014, the papers on file herein and any oral and/or written evidence that may come before the  
4 Court on any hearing on this matter. It is based on the grounds in the attached Stipulation.  
5

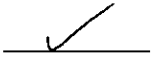
6 MAUPIN, COX & LeGOY

7  
8 By: /s/  
9 Christopher D. Jaime, Bar No. 4640  
10 4785 Caughlin Parkway  
11 Reno, NV 89519  
12 Attorneys for Lessor  
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**CERTIFICATE OF SERVICE**

I certify under penalty of perjury that I am an employee of MAUPIN, COX & LeGOY, Attorneys at Law, and that on the date indicated below, I served the foregoing document as follows:

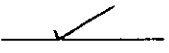
**MOTION TO APPROVE STIPULATION FOR REJECTION OF  
NONRESIDENTIAL REAL PROPERTY LEASE, SURRENDER OF LEASED  
PREMISES AND TERMINATION OF STAY**

 Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage paid, following ordinary business practices, addressed as follows:

Pacific Pawnbrokers, Inc.  
701 Ryland Ave.  
Reno, NV 89502-1693

Nicholas Rinauro  
c/o Courtney O'Mara, Esq.  
Lionel Sawyer & Collins  
50 W. Liberty St., Ste. 1100  
Reno, NV 89501-1951

Susan Belcher Rinauro  
c/o Courtney O'Mara, Esq.  
Lionel Sawyer & Collins  
50 W. Liberty St., Ste. 1100  
Reno, NV 89501-1951

 Electronic filing via the U.S. Bankruptcy Court CM/ECF filing system, to all those persons listed on the United States Bankruptcy Court ECF Confirmation Sheet.

DATED this 15 day of March, 2011.

  
KAREN BERNHARDT

EXHIBIT 1

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1 Christopher D. Jaime, Nev. Bar #4640  
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3 4785 Caughlin Parkway  
4 P.O. Box 30000  
5 Reno, Nevada 89520  
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9 Attorneys for Lessor

10 UNITED STATES BANKRUPTCY COURT  
11 DISTRICT OF NEVADA

12 IN RE:

Case No: 09-53610-gwz

13 PACIFIC PAWNBROKERS, INC.

Chapter 11

14 STIPULATION FOR MODIFICATION OF  
15 STAY, REJECTION OF NONRESIDENTIAL  
16 LEASE, IMMEDIATE SURRENDER OF  
17 LEASED PREMISES AND ALLOWANCE  
18 OF POSTPETITION ADMINISTRATIVE  
19 RENT CLAIM

(No Hearing Required)

20 Debtor.

21 \_\_\_\_\_ /  
22 Pacific Pawnbrokers, Inc. ("Debtor"), Fess Investments ("Lessor") and Chapter 11  
23 Trustee Marv Harris ("Chapter 11 Trustee"), by and through their respective undersigned  
24 counsel, hereby stipulate and agree as follows:

25 1. The Debtor filed a petition for relief under Chapter 11 of the Bankruptcy Code,  
26 Title 11, U.S. Code, on October 14, 2009 ("Petition Date"). The Debtor operated as a debtor and  
debtor in possession until the Chapter 11 Trustee was appointed on or about January 26, 2011.  
[Dkt. No. 62].

1           2.       On or about November 11, 1996, Lessor and the Debtor entered into a *Lease*  
2       *Agreement* ("Lease") pursuant to which the Debtor leased the property located at 280 South  
3       Wells, Reno, Nevada ("Leased Premises") from Lessor for a five-year period which commenced  
4       ninety (90) days from execution of the Lease and terminated on February 2, 2002, unless sooner  
5       terminated or extended as provided therein.  
6

7           3.       In about December 2001, Lessor and the Debtor entered into an *Addendum to*  
8       *Lease Agreement* (the "First Addendum") pursuant to which the term of the Lease was extended  
9       for an additional five years, or to and including January 31, 2007.  
10

11           4.       On or about February 9, 2007, Lessor and the Debtor entered into a *Second*  
12       *Addendum to Lease Agreement* (the "Second Addendum") which, among other things, extended  
13       the term of the Lease for an additional three-year period commencing on February 1, 2007, and  
14       terminating on January 31, 2010. The last monthly rental payment due under the Lease pursuant  
15       to the Second Addendum was \$4,747.64.  
16

17           5.       The Lease was not assumed within one-hundred twenty days of the Petition Date,  
18       *i.e.*, by February 11, 2010, no plan has been confirmed in the case and the one-hundred twenty  
19       day period was not extended by motion or otherwise. *See* 11 U.S.C. § 365(d)(4)(A)-(B).  
20       However, from and after February 1, 2010, the Debtor, and subsequently the Chapter 11 Trustee,  
21       continued to use and occupy the Leased Premises pursuant to the holdover provision of Section  
22       Twenty-Two of the Lease entitled "Holding Over" which states as follows:

23               If Lessee holds possession of the premises after the term of this lease, Lessee shall  
24               become a tenant from month to month on the same terms as herein specified.  
25               Lessee shall continue to be a month to month tenant until the tenancy shall be  
26               terminated by Lessor, or until Lessee has given to Lessor a written notice of at  
              least one month prior to the date of termination of the monthly tenancy of his  
              intention to terminate the tenancy.

1           6.       Although the Debtor abandoned the Leased Premises on or about December 1,  
2       2010, from and after that date the Debtor, and subsequently the Chapter 11 Trustee, have  
3       continued to use and occupy the Leased Premises for, among other things, storage of the  
4       property identified on the list (the "Leased Premises Contents") attached hereto as Exhibit 1 and  
5       by this reference incorporated herein. The Trustee has been advised by Lightning Auctions that  
6       the Leased Premises Contents have an auction value of approximately \$4,500.

7  
8           7.       Neither the Debtor nor the Chapter 11 Trustee have paid Lessor rent for the  
9       months of December 2010, January 2011, February 2011 and/or March 11, 2011.

10          8.       The Lease shall be rejected and upon entry of an order approving this stipulation  
11       the Chapter 11 Trustee shall surrender possession of the Leased Premises and the Leased  
12       Premises Contents to Lessor.

13  
14          9.       Lessor shall have an allowed administrative post-petition rent claim in the amount  
15       of \$5,000 which shall be paid at such time as other allowed administrative expenses are paid pro  
16       rata. Lessor shall waive any claim for post-petition rent and other charges due under the Lease  
17       for December 2010 up to and including the date an order approving this stipulation is entered in  
18       excess of \$5,000. This shall not preclude Lessor from making any insurance claim for any  
19       damage to the Leased Premises occurring during the term of the Lease, provided that any claim  
20       is satisfied by insurance proceeds and not by the Debtor or the estate.

21  
22          10.       This stipulation and any order approving this stipulation shall be incorporated into  
23       and become part of any plan of reorganization in the above-captioned case and shall remain in  
24       effect upon conversion of this case to a case under any other chapter of the Bankruptcy Code.

25       ///

26       ///

1           11.     The automatic stay of 11 U.S.C. § 362(a) shall be modified to allow the parties to  
2 take any action necessary to implement this stipulation.

3     Dated: March 14, 2011

MAUPIN, COX & LEGOY

4                     By /s/  
5                     Christopher D. Jaime, Esq.  
6                     Attorneys for Lessor

7     Dated: March 14, 2011

WHITE LAW CHARTERED

8                     By /s/  
9                     John White, Esq.  
10                    Attorney for Unsecured Creditors  
11                    Committee

12     Dated: March 14, 2011

BELDING, HARRIS & PETRONI, LTD.

13                    By /s/  
14                    Gloria Petroni, Esq.  
15                    Attorneys for Merv Harris  
16                    Ch. 11 Trustee



EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

Pacific  
Pawnbrokers  
Inventory

4 paintings w/ frames  
10 guitar cases  
costume jewelry - necklaces & earrings  
costume jewelry - 21 pieces necklaces, bracelets  
costume jewelry - 14 " "  
plaster casting boxes  
Nontaké chün. partial set - 8 cups, 8 plates,  
serving plates  
costume jewelry charm  
candle holder -  
misc. silver spoons, forks  
golf bag  
drum set  
amplifiers  
small dorm type fridge  
1 bongo drum  
2 small chain saws  
10 bicycles  
3 pants  
Kayak - inflatable  
misc water band  
costume jewelry charm  
costume jewelry bracelet  
fake watch  
costume jewelry necklace  
necklaces

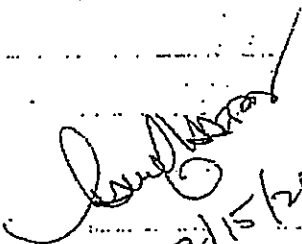
7/15/11  
Sung Moon

costume jewelry  
outboard motor  
misc golf club - old  
paint sprayer - old  
misc saw gig  
misc tools  
misc ski poles -  
ancient computer  
boom boxes - old misc  
plastic - fake leather coats  
misc merchandise old -  
2 pair shoes  
1 fishing poles -  
misc old ski equip. - 5 pairs  
2 wood work tables old -  
misc tools  
videos & video game controllers  
2 saw blades  
misc tools  
old cowboy hat  
2 old clocks -  
misc tools  
small elec guitar -  
misc old pictures - prints  
misc camera equip & lenses  
video gear  
motorcycle helmet

David H. Mason  
2/15/2011

JCS

5 Guitars	#1	2 Keyboards
36 Knives		1 Violin mic. stands
13 Toy Trucks		
14 Knives	#2	
38 Plates		
16 Silver items	#3	
10 Bikes		
Jewelry	#4-1, 2, 3	
7 Plates		
Cups + Cards		
10 plates		
6 plates + vase	#5-1, 2, 3, 4, 5	
8 " + triket		
9 "		
6 " + 2 heart shapes		
6 "		
Cleaner + Polish	#6	
Glass repair kits		
Misc. Frames, watches	#7	
Brass - toys		
Misc. Packs on cart	#8	

  
 2/15/2011

2 more small dorm type fridges

plastic cart

desk

2 tables

4 shelf rack -

box

plastic cart

2 old snow board

old computer

misc. costume jewelry

misc. old phones -

misc. plates

old steel saw

drill

3 leather jackets

Shell belt for gun -

Shipping materials:

empty boxes

plastic crates -

foam

old sewing machine stand

2 tables

*[Signature]*  
2/15/2011